

This Deed of Trust is being executed to correct an error appearing in the certain Deed of Trust originally executed between the parties hereto on July 15, 1994 and recorded in Book 721, Page 479 of the County and State shown herein.

THIS INSTRUMENT PREPARED BY  
Thomas E. Portsmouth, Attorney  
P. O. Box 22601  
Tampa, Florida 33622  
913 871-4722

Branch Memphis #90 No. Mos 300

#155738

January 24, 1995  
BOOK 748 PAGE 347

# DEED OF TRUST — MISSISSIPPI — JIM WALTER HOMES, INC.

Whereas, Larry J. Dean and wife Erma J. Dean

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Jackson, Mississippi, hereinafter called Beneficiary, in the sum of One hundred thirty thousand Dollars (\$ 130,000.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 454.40, the first of said installments being due and payable on the 15th day of June, 19 95, and a like installment on the 15th day of each and every month thereafter, until the entire sum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by W. Stewart Robinson, hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto W. Stewart Robinson, Trustee, all the real estate in the County of Desoto, State of Mississippi, described as follows:

For legal description see exhibit "C" attached hereto and hereby made part of this instrument.

RETURN TO 1235 PAGE 273  
JIM WALTER HOMES, INC.  
P. O. BOX 31601  
TAMPA, FLORIDA 33631-3601  
STATE MS.-DESO TO CO. FILED  
FEB 21 11 28 AM '95  
W.E. DAVIS CH. CLK.  
my: G. Stanley

ATTENDED  
CANCELLED BY AUTHORITY RECORDED IN BOOK  
THIS 9 PAGE 684  
DAY OF June 19 95  
CHANCERY CLERK  
my: G. Stanley

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey and warrant the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the monies secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of Beneficiary hereunder, including a reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount equal to the lesser of the actual cash value of the house now or hereafter erected on said premises or the amount financed against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All of said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness, after first deducting therefrom any unearned Finance Charges, to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All monies expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this deed of trust as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the deed of trust reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary. (The Grantor agrees to pay all necessary and usual charges incident to the consummation of this obligation, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the obligation has been repaid in full.)

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantor and the beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantor(s) waive the provisions of Section 89-1-55 of the Mississippi Code of 1972, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 89-1-59 of the Mississippi Code of 1972, and laws amendatory hereof.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to him by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantor, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficient portion thereof to satisfy the indebtedness of every kind, hereby secured then unpaid after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designed in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 24th day of January, 1995.

WITNESS

#### ACKNOWLEDGMENT

STATE OF MISSISSIPPI Tennessee  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named Larry J. Dean & Ernest J. Dean to me personally known, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 24th day of January, 1995.

Robert A. Cobb  
Notary Public

My Commission Expires 12-23-97

SEAL

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, \_\_\_\_\_, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn depose and saith that he saw the within name(s) \_\_\_\_\_, whose name(s) are subscribed thereto, sign and deliver the same to \_\_\_\_\_ Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said \_\_\_\_\_,

GIVEN under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC

LARRY DEAN  
MEMPHIS 90

## EXHIBIT "C"

PART OF THE SW 1/4 OF SW 1/4 AND PART OF THE SE 1/4 OF SW 1/4 S28, T15,  
R5W, DESOTO COUNTY, MS

COMMENCING AT THE SW CORNER OF SAID SEC. SAID POINT BEING IN THE INTERSECTION  
OF THE CENTERLINE OF CENTERHILL RD. AND GOODMAN RD., THENCE S 89 DEG. 59'  
22.7" E ALONG THE CENTERLINE OF GOODMAN ROAD 998.66 FEET TO A P.K. NAIL,  
THENCE CONTINUING ALONG THE CENTERLINE OF GOODMAN RD. N 89 DEG. 59' 36.9"  
E 196.33 FT. TO A P.K. NAIL; THENCE N 0 DEG. 20' 44" W ALONG THE EAST LINE  
OF LOT 12, 291.94 FT. TO AN OLD 1 INCH IRON PIPE; THENCE N 0 DEG 18' 35.8" W  
ALONG THE EAST LINE OF LOT 11, 279.69 FT. TO AN OLD 1 INCH IRON PIPE. THENCE  
N 0 DEG. 18' 24.7" W. ALONG THE EAST LINE OF LOT 10 279.05 FT. TO AN OLD  
AUTO AXLE; THENCE N 0 DEG. 29' 48.6" W ALONG THE EAST LINE OF LOT 9,  
125.27 FEET TO A POINT. THENCE N 0 DEG. 19' 48.6" W ALONG THE EAST LINE  
OF LOT 9, 115.8 FEET TO THE POINT OF BEGINNING; THENCE N 0 DEG. 19' 48.6"  
WEST ALONG THE EAST LINE OF LOT 9, 38.54' TO AN OLD 1" IRON PIPE; THENCE  
N 0 DEG. 24' 11.5" W. ALONG THE EAST LINE OF LOT 8, 308.96' TO A POINT  
THENCE S 89 DEG 27' 15.1" EAST PARALLEL WITH THE SOUTH LINE OF LOT 6,  
188.74 FT. MORE OR LESS, TO A POINT ON THE WEST LINE OF LOT 4, THENCE  
S 0 DEG. 20' 22.9" E ALONG THE WEST LINE OF LOT 4 347.5' MORE OR LESS  
TO A POINT. THENCE S 89 DEG. 59' 48" W 188.04 FT. MORE OR LESS TO  
THE POINT OF BEGINNING AND CONTAINING 1.50 ACRES.

AND ALSO DESCRIPTION OF THE CENTERLINE OF A 30.00' WIDE EASEMENT FOR  
PURPOSE OF INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE HEREIN DESCRIBED 1.50 ACRE  
TRACT, SAID POINT BEING 15 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT  
THENCE SOUTH 15' W OF AND PARALLEL TO THE EAST LINE OF LOT #6 AS DESCRIBED IN  
BOOK 7 PAGE 69 OF THE CHANCERY RECORDS OF SAID COUNTY TO THE NORTH RIGHT OF  
WAY LINE OF GOODMAN ROAD.